

Merger Clause;

I the Client / Rentee hereby sign to show that I have read all the terms and conditions of the contract and agree with them.

Signed....

Printed....

Dated....

Responsibilities:

Are dependant on final use (e.g.; hire of tent and equipment as opposed to booking a "show" presentation) and subject to contractual agreement.

The Contractor:

"Bigtopmania" is responsible for the safe installation design, erection and dismantling of the temporary structure(s) and associated facilities and for the safe practice of all contracted activities.

We will do everything in our power to fulfil our contractual responsibilities.

The Client:

Meaning the hirer (their agent or event organiser) is responsible for the safety of all users and members of the public and for upholding any CDM requirements.

Bigtopmania will supply:

All necessary staff and equipment as agreed and documentary evidence will be provided upon request including; fire and structural certification, tent plans and programme, method statement for safe working practices, details of insurance, risk assessment and any more information as needed by event organisers/ safety officers/ local authority/ licensing/ police etc.

Engagement Period:

Meaning; the period of engagement or hire commences upon arrival on site of staff with all or part of the equipment provided, ending when all equipment has been removed from the site. (Site: Meaning the location of work.)

Equipment:

Meaning; all necessary items, equipment and belongings of BigTopMania and associates supplied under contract for compliance of works. We reserve the right to make equipment substitutions if absolutely necessary.

Ownership:

All equipment on hire remains the property of Bigtopmania and failure to return the rented goods may constitute conversion, larceny or other form of theft designated in the local laws. Losses and damages will be charged for.

Site Access:

Bigtopmania or its representatives will have unobstructed access to the site at all times. This is an important H&S, HSE safety guidance issue.

In sealed-site circumstances the Client will take steps to ensure this is possible.

At ticketed events this may mean a supply of tickets /passes/ vehicle parking/ onsite parking for our crew and vehicles.

Vehicles can easily get stuck off road, thus good towing vehicles or tractors may be occasionally needed.

Damage to site:

The client is responsible for ensuring adequate access to the site and for informing BigTopMania of any underground services.

Bigtopmania will not be held responsible for damage caused during hire or use. (E.g. re-seeding)

Weather Related Risks:

Because the Tent is a temporary structure, it may collapse during a severe rainstorm, snowstorm or windstorm. Accordingly, in the event hazardous weather occurs or is credibly forecast, You agree to (a) cause all occupants to evacuate; (b) take such actions as We may reasonably request to protect; and (c) permit Our representatives to dismantle and store or retrieve, the Tent and/or any other Rented Items. YOU HEREBY ASSUME, AND AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE AFOREMENTIONED RISKS.

Indemnity, Liability and Insurance:

The Client/event organiser is responsible for full event Public Liability Insurance and is to indemnify BigTopMania against all claims for damage or loss to property, persons and third parties for duration of event. (With the exception of death or injury caused by the negligence of BigTopMania)

The Client may like to insure all equipment supplied under contract for the duration of the hire.

Equipment is insured but clients are asked to inspect and look after items as if they are their own.

Insurance claims may incur excess payments. Damages /or missing items may be charged for. Excess cleaning charges may apply.

Payments;**Verbal contracts & agreements will normally be followed up by written contracts for signing and return:**

Engagements are deemed to be complete given any verbal, email, text, or written confirmation and we ideally ask for contracts to be signed and normally for a maximum 20% deposit if more than one calendar month prior to engagement.

(Deposits are retained in our bank account and generally non-refundable unless exceptional circumstances/ SEE CANCELLATION BELOW.).

The remaining balance is to be paid as per contract and agreement, prior to the hire, upon completion of erection and commencement of event, by cash or bankers draft only.

Cheques are only acceptable for final payment if paid and received 14 days prior to event.

For bookings within one calendar month of engagement payment in full should accompany the returned signed booking form.

We reserve the right to charge interest at 4% above base rates for overdue invoices.

Cancellation:

In the unlikely event of cancellation, Bigtopmania reserves the right to charge the full fee if cancelled within one calendar month of event. Proportional fees may be charged for earlier cancellations and cancellations can only be accepted in writing. **NB; Email, text and verbal contracts apply in all circumstances.**

Force Majeure:

Bigtopmania accepts no liability or responsibility for non-fulfilment due to war, civil commotion, riot, adverse weather conditions, force majeure, fire, breakage, local authority or government controls, labour difficulties, scarcity of materials or any other conditions beyond our control. We will strive to best effort to fulfil our contracts.

Bigtopmania accepts no financial responsibility, nor is liable for compensatory claims, for loss of client earnings or client costs if, for example, a theatre performance or event due to be staged in a tent cannot go ahead, especially for circumstances beyond our control.

Further client responsibilities:

(nb we can send plenty of guidance eg our "Monitoring during Event" & "Daily Check List")

Note too the CDM (2015) Construction Phase Plans, Appendixes, Advance Site Survey Document and pages in Method Statements on On-Site monitoring/ pre-public access /daily checks during event.

All activities should be risk assessed and abide by current H&S regulations etc.

Under no circumstances should the client tamper with (or allow any other person), or make any modifications to the structure, without consultation with BigTopMania or representative.

(These things may be possible but please ask first. We will offer guidance as to what may be possible.)

This refers in particular to: Exits and Entrances; Guy Lines; Wall bracing (Side lines); Removal of anchorage (stakes); Removal of wall panels; Additional loads on King Poles or Ridge Bar; Introduction of flammable materials; Use of naked flames; Use of non-recommended heaters or further electrical or gas powered items like patio heaters.

Only suitably competent or knowledgeable person should make adjustment to Installed Electrical Systems.

Tents should not be climbed upon or used as graffiti boards.

The Tent should be ideally closed off and secured when not in use. (Particularly in adverse weather conditions)

PLEASE DO NOT USE; Sellotape / Duck Tape / Gaffa Tape and **especially NEVER** Parcel Wrap / Packing tape to stick items onto walls or poles please. It's all a total nightmare to get off and can ruin the materials permanently. Staples and drawing pins aren't a good idea either!

There may be items for disposal at the end of hire, eg soiled groundsheets & carpets.

The tent master is fully available to discuss any requirements or modifications that the client has.

The matter will be discussed and advice offered based upon good practice and compliance with regulations and guidelines.

NB>>Parking as close to site will be required-and it's very nice and important to have access to **toilets, water, refreshments** etc.

The Tent Master is:

- *The designated safety officer during BigTopMania operations.*
- *Fully responsible for monitoring safe erection and health & safety of all operations.*
- *Reserves the right to amend operations and equipment in consideration of the above factors.*